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EXAMINER	
GREGG, MARY M	

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3694	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/706,470	SRINIVASAN ET AL.	
	Examiner	Art Unit	
	MARY GREGG	3694	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *11/10/2008*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-31* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-31* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *27 May 2008* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1. The following is a Final Office Action in response to communications received November 10, 2008. Claims 1, 9, 17 and 29-31 have been amended. No new claims have been added. Therefore, claims 1-31 are pending and addressed below.

Response to Amendments/Arguments

Claim Rejections - 35 USC § 112

2. Applicant's arguments with respect to the 35 USC 112 2nd paragraph rejection for failing to particularly point out and distinctly claim the subject matter with regards to claims 17-24 and 30-31 are persuasive. The examiner withdraws the rejection set forth in the previous Office Action.

Claim Rejections - 35 USC § 101

3. Applicant's amendments with respect to claims 1-8 and 29 for claiming non-statutory subject matter is insufficient and does not overcome the rejection set forth in the previous Office Action-see rejection below.

Claim Rejections - 35 USC § 102

4. Applicant's amendments with respect to claims 1-4, 6, 9-12, 14, 17-20, 22, 25 and 28-29 are sufficient to overcome the 35 USC 102 (b) rejection by US Pub No. 2002/0123962 by Bryman et al. set forth in the previous Office Action. The examiner withdraws the rejection. See new rejection below.

Claim Rejections - 35 USC § 103

5. Applicant's amendments with respect to claims 5, 13 and 21 are sufficient to overcome the 35 USC 103 (a) rejection by US Pub No. 2002/0123962 by Bryman et al.

in view of Official Notice set forth in the previous Office Action. The examiner withdraws the rejection. See new rejection below.

Applicant's amendments with respect to claims 7, 15 and 23 are sufficient to overcome the 35 USC 103 (a) rejection by US Pub No. 2002/0123962 by Bryman et al. in view of US Patent No. 5,966,693 by Pollin set forth in the previous Office Action. The examiner withdraws the rejection. See new rejection below.

Applicant's amendments with respect to claims 8, 16 and 24 are sufficient to overcome the 35 USC 103 (a) rejection by US Pub No. 2002/0123962 by Bryman et al. in view of CuraDebt at http://web.archive.org/web/200205302035900/ http://www.curadebt.com. The examiner withdraws the rejection. See new rejection below.

Official Notice

6. Since Applicant(s) did not reasonably traverse the Official Notice statement(s) as stated in the previous Office Action (Paragraph No. 12), the Official Notice statement(s) "that it is a common practice in the industry for financial institutions to issue credit cards and to charge over limit fees when a client charges over the approved credit limit on a card" are taken to be admitted prior art. See MPEP §2144.03.

Claim Rejections - 35 USC § 112

7. The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

8. Claims 1-8 and 29 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In reference to Claim 1:

Claim 1 cites in the amended submitted the limitation "at least partially implemented" whose metes and bounds cannot be determined by the examiner. Which part of the method is implemented by the computer and which part of the method is not implemented by the computer.

Claim Rejections - 35 USC § 101

9. 35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

10. Claims 1-8 and 29 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

In reference to Claim 1:

Claim 1 is directed toward the statutory category of a method (process), however according to Supreme Court precedent and recent Federal Circuit decisions, in order to be statutory under 35 USC 101 the process must **(1) be tied to a particular machine or apparatus, or (2) transforms a particular article to a different state or thing** (i.e. "machine-or transformation test") If neither of these requirements is met by the claim, the method is not a patent eligible process under § 101 and is rejected as being directed toward non-statutory subject matter.

There are two corollaries to the machine-or-transformation test. First, a mere field –of-use limitation is insufficient to render an otherwise ineligible method claim patent-eligible. The machine or transformation must impose meaningful limits on the method claims scope to pass the test. Second, insignificant extra-solution activity will not transform an unpatentable principle into a patentable process. Therefore, reciting a specific machine or a particular transformation of a specific article is an insignificant step, such as data gathering or outputting, is not sufficient to pass the test.

As example of a method claim that would not qualify as a statutory process would be a claim that recited purely mental steps. Thus to qualify as a § 101 statutory process, the claim should positively recite the other statutory class (thing or product) to which it is tied, for example by identifying the apparatus that accomplishes the method steps, or positively recite the subject matter being transformed, for example by identifying the material being changed to a different state. (Diamond v. Diehr, 450 US 175, 184 (1981); Parker V. Flook, 437 US 584, 588 n.9 (1978); gottschalk v. Benson, 409 US 63, 70 (1972); Cochrane v Deener, 94 US 780, 787-88 (1876)). Applicant is also directed to MPEP § 2173.05p, providing guidance with respect to reciting a product and process in the same claim and MPEP § 2111.02 [R3] providing guidance with respect to the effect of limitations within the preamble of a claim.

Examiner finds these method claims lack structure and fail the test cited above such as on a “computer readable medium” or “computer” or “processor”. The applicant has not positively recited the method as being tied to a machine or as transforming

matter. One example of corrective action might be to place "electronically" before an action verb and "on computer (or other appropriate structure)."

For example in the claim:

"Method comprising:

Creating a single recovery credit account...

Setting an opening credit balance..."

Would need to become:

"Method comprising:

Electronically creating a single recovery credit account on a computer processor...

Electronically setting an opening credit balance on a processor..."

This is just one elementary example to provide guidance however there many be various ways to overcome the 101 method without structure rejection.

In reference to Claim 2-8:

Claims 2-8 depend upon claim 1 and do not cure the deficiencies cited above. Therefore, claims 2-8 are also rejected under 35 USC 101.

In reference to Claim 29:

Claim 29 recites in the preamble as the invention being directed toward a "computer program" which is functional descriptive subject matter and therefore, non-statutory. The examiner respectfully submits for example as a form of correction: "an article of manufacture comprising: a computer readable medium having computer readable program codes means embodies therein for ..." or "A program storage device

readable by a machine, tangibly embodying a program of instructions executable by the machine to perform the method steps...."

Claim Rejections - 35 USC § 103

11. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

12. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

13. Claims 1-4, 6, 9-12, 14, 17-20, 22, 25-31 are rejected under 35 U.S.C. 103(a) as being unpatentable over US Pub. No 2002/0123962 A1 by Bryman et al. (Bryman) and further in view of Consumer Financial Services Law Report March 5, 2000, Vol. 3, No. 18 (Law).

In reference to Claim 1:

Bryman teaches:

(currently amended) A method of recovering debt from a customer with a charged-off credit account balance, the method at least partially implemented by a computer system and comprising: creating a single recovery credit account (new account) (FIG. 3, FIG. 4; para 0045, para 0046 lines 1-5) for the customer with the charged- off credit account balance ((para) 0018 lines 19-20, 24-28)...; and setting an opening credit balance (sum of pre-existing charge off debt (herein referred to as record 1) and credit line account (herein referred to as record 2)) of the recovery credit account to a value equal to at least a portion of the charged-off credit account balance amount and wherein the opening credit balance represents the entire debt obligation (record 1 plus record 2) of the customer related to the charged-off credit balance ((para) 0031 lines 6-10, (para) 0038 lines 7-10, (para) 0039 lines 12-15).

Bryman does not teach:

...the single recovery credit account not having a debt balance record...

Law teaches:

...the single recovery credit account not having a debt balance record...((Law) pg. 1 para 1).

Both Bryman and Law teach a credit card wherein the credit limit is equal to the debt. Law teaches the Credit company in order to persuade the user to pay the defaulted debt offered a new credit card account wherein the original debt was transferred to the new credit account. As both Bryman and Law are directed toward reaffirming debt through a credit card, it would have been obvious to one of ordinary

skill in the art at the time of the invention to use a known technique to improve similar devices (methods, or products) in the same way.

In reference to Claim 2:

The combination teaches:

(Previously Presented) The method of claim 1 (see rejection of claim 1 above), further comprising setting a credit limit for the recovery credit account that is less than the opening credit (FIG. 3 ref # 200, para 0046 lines 1-5) balance of the recovery credit account and wherein the recovery credit account is not open-to-buy until the recovery credit account balance is less than the credit limit ((para) 0011 lines 7-9, 0046 lines 5-12, 17-20; FIG. 3, ref# 250, FIG. 4).

In reference to Claim 3:

The combination teaches:

(original) The method of claim 2 (see rejection of claim 2 above), further comprising issuing a credit token (reaffirmation credit card) corresponding to the recovery credit account (new account) only after the recovery credit account balance is less than the credit limit, the credit token enabling access to an available balance of the recovery credit account ((para) 0011 lines 4-6, (para) 0046 lines 1-4, 17-20)
Note: Applicant in written description on page 14 paragraph 0035 disclosed "a debt recovery credit card (or other credit access token)", which supports the correlation between a credit card and a "credit token"

In reference to Claim 4:

The combination teaches:

(original) The method of claim 2 (see rejection of claim 2 above), further comprising issuing a bill to the customer for the recovery credit account (new account) wherein the bill includes a payment amount that reduces the recovery account balance to less than the credit limit ((para) 0047 lines 7-25)

In reference to Claim 6:

The combination teaches:

(original) The method of claim 1 (see rejection of claim 1 above), further comprising issuing a bill to the customer for the recovery credit account wherein the bill includes a suggested payment ((para) 0047 lines 15-20).

In reference to Claim 9:

Bryman teaches:

(currently amended) A computer comprising a memory for storing program instructions and a processor, responsive to the programming instructions, configured to: create a sinqle (FIG. 3 ref # 200; para 0041, para 0045, para 0046 lines 1-5)recovery credit account (new account) for a customer with a charged-off credit account balance ((para) 0035, lines 3-5, 10-15) ...and set an opening credit (para 0046 lines 1-5)balance of the recovery credit account to a value equal to at least a portion of the charged-off credit account balance (FIG. 4) and wherein the opening credit (para 0046 lines 1-5) balance represents the entire debt obligation of the customer (record 1 + record 2) related to the charged-off credit balance ((para) 0037, lines 1-3, (para) 0039, lines 7-15).

Bryman does not teach:

...the single recovery credit account not having a debt balance record;...

Law teaches:

...the single recovery credit account not having a debt balance record...((Law) pg. 1 para 1).

Both Bryman and Law teach a credit card wherein the credit limit is equal to the debt. Law teaches the Credit company in order to persuade the user to pay the defaulted debt offered a new credit card account wherein the original debt was transferred to the new credit account. As both Bryman and Law are directed toward reaffirming debt through a credit card, it would have been obvious to one of ordinary skill in the art at the time of the invention to use a known technique to improve similar devices (methods, or products) in the same way.

In reference to Claim 10:

The combination teaches:

(Previously Presented) The computer of claim 9 (see rejection of claim 9 above), further configured to set a credit limit (via credit line account record) for the recovery credit account that is less than the opening credit balance ((para) 0011 lines 7-10, (para) 0046 lines 1-5, 11-12) of the recovery credit account and wherein the recovery credit account is not open-to-buy until the recovery credit account balance is less than the credit limit (FIG. 3, FIG 2; (para) 0034 lines 5-11, (para) 0037 lines 10- 14, (para) 0038 lines 7-10).

In reference to Claim 11:

The combination teaches:

(original) The computer of claim 10 (see rejection of claim 10 above), further configured to issue a credit token (via reaffirmation credit card) corresponding to the recovery credit account only after the recovery credit account balance is less than the credit limit ((para) 0011 lines 7-10, (para) 0046 lines 11-12), the credit token enabling access to an available balance of the recovery credit account ((para) 0011 lines 4-6, (para) 0038 lines 7-10, (para) 0039 lines 5-20)

In reference to Claim 12:

The combination teaches:

(original) The computer of claim 10 (see rejection of claim 10 above), further configured to issue a bill to the customer for the recovery credit account wherein the bill includes a payment amount that reduces the recovery account balance to less than the credit limit ((para) 0033 lines 3-8, (para) 0039 lines 15-22). In reference to Claim 14:

(original) The computer of claim 9 (see rejection of claim 9 above), further configured to issue a bill to the customer for the recovery credit account wherein the bill includes a suggested payment ((para) 0039 lines 7-10, (para) 0048 lines 11-20).

In reference to Claim 17:

Bryman teaches:

(currently amended) A system comprising: means for creating a single (FIG. 3 ref # 200) recovery credit account (new account) for a customer with a charged-off credit account balance (FIG. 4 ref # 304) ((para) 0031 lines 3-4, (para) 0033 lines 3-7, (para) 0039 lines 11-14)...; and means for setting an opening credit (para 0046 lines 1-5) balance of the recovery credit account to a value equal to at least a portion of the

charged-off credit account balance and wherein the opening credit (para 0046 lines 1-5) balance represents the entire debt obligation of the customer related to the charged-off credit balance (FIG. 2, FIG 3; (para) 0036 lines 3-5, 8-10, (para) 0038 lines 7-10, (para) 0039 lines 2-4, 12-15, (para) 0044 lines 14-16).

Byrman does not explicitly teach:

...wherein the single recovery credit account does not have a debt balance record;...

Law teaches:

...the single recovery credit account not having a debt balance record...((Law) pg. 1 para 1).

Both Bryman and Law teach a credit card wherein the credit limit is equal to the debt. Law teaches the Credit company in order to persuade the user to pay the defaulted debt offered a new credit card account wherein the original debt was transferred to the new credit account. As both Bryman and Law are directed toward reaffirming debt through a credit card, it would have been obvious to one of ordinary skill in the art at the time of the invention to use a known technique to improve similar devices (methods, or products) in the same way.

In reference to Claim 18:

The combination teaches:

(Previously Presented) The system of claim 17 (see rejection of claim 17 above), further comprising means for setting a credit limit (FIG. 3) for the recovery credit account that is less than the opening balance of the recovery credit account and

wherein the recovery credit account is not open-to-buy until the recovery credit account balance is less than the credit limit ((para) 0011 lines 7-10, (para) 0042 lines 2-9, (para) 0046 lines 1-12, 17-20).

In reference to Claim 19:

The combination teaches:

(original) The system of claim 18 (see rejection of claim 18 above), further comprising means for issuing a credit token (reaffirmation credit card) corresponding to the recovery credit account only after the recovery credit account balance is less than the credit limit, the credit token enabling access to an available balance of the recovery credit account ((para) 0011 lines 7-10, (para) 0046 lines 1-5).

In reference to Claim 20:

The combination teaches:

(original) The system of claim 18 (see rejection of claim 18 above), further comprising means for issuing a bill to the customer for the recovery credit account (new account) wherein the bill includes a payment amount that reduces the recovery account balance to less than the credit limit ((para) 0047 lines 5-9, 13-20, 22-26).

In reference to Claim 22:

The combination teaches:

(original) The system of claim 17 (see rejection of claim 17 above), further comprising means for issuing a bill to the customer for the recovery credit account wherein the bill includes a suggested payment ((para) 0039 lines 7-10, (para) 0048 lines 11-20)

In reference to Claim 25:

Bryman teaches:

(Currently Amended) A method of collecting credit card debt, the method comprising: creating a recovery credit account (new account) for a customer based on a charged-off credit account balance (record 1 + record 2) ((para) 0046 lines 2-5); the recovery credit account having an opening credit balance that has a value equal to at least a portion of the charged-off credit account balance ((para) 0022); and prohibiting credit activity on the recovery credit account until the customer pays an open-to-buy amount ((para) 0011 lines 7- 10, (para) 0046 lines 10-20).

Bryman does not teach:

...and not having a debt balance record;...

Law teaches:

...and not having a debt balance record...((Law) pg. 1 para 1).

Both Bryman and Law teach a credit card wherein the credit limit is equal to the debt. Law teaches the Credit company in order to persuade the user to pay the defaulted debt offered a new credit card account wherein the original debt was transferred to the new credit account. As both Bryman and Law are directed toward reaffirming debt through a credit card, it would have been obvious to one of ordinary skill in the art at the time of the invention to use a known technique to improve similar devices (methods, or products) in the same way.

In reference to Claim 26:

Bryman teaches:

(currently amended) A method of collecting credit card debt, the method comprising: creating a recovery credit account (new account) for a customer based on a charged-off credit account balance (FIG. 3, FIG. 4); ... and wherein the opening credit balance has a value equal to at least a portion of the charged-off credit balance (FIG. 1 Ref # 30) and setting an open-to-buy amount for the recovery credit account (FIG. 3, FIG. 4; (para) 0046 lines 2-10)

Bryman does not teach:

...the recovery credit account having an opening credit balance and not an associated debt balance;...

In reference to Claim 27:

The combination teaches:

(previously presented) The method of claim 26 (see rejection of claim 26 above), further comprising issuing a credit token (reaffirmation credit card) when the open-to-buy amount (FIG. 3) is paid by the customer ((Bryman) para 0046 lines 1-4, 17-20)

In reference to Claim 28:

Bryman teaches:

(currently amended) A recovery credit account (new account) for a customer embodied in a computer system, the recovery credit account for the customer comprising: a single credit account based on a (FIG. 3, ref# 200) charged-off credit account balance (FIG. 4) for a customer ((para) 0039 lines 1-9, (para) 0041 lines 4-11);... and an open-to-buy amount that specifies a threshold amount of the charged-off

credit account balance to be paid by the customer before credit activity will be enabled on the recovery credit ((para) 0046 lines 5-10).

Bryman does not teach:

...the single credit account not being a debt account and having no debt balance record:..

Law teaches:

...the single recovery credit account not having a debt balance record...((Law) pg. 1 para 1).

Both Bryman and Law teach a credit card wherein the credit limit is equal to the debt. Law teaches the Credit company in order to persuade the user to pay the defaulted debt offered a new credit card account wherein the original debt was transferred to the new credit account. As both Bryman and Law are directed toward reaffirming debt through a credit card, it would have been obvious to one of ordinary skill in the art at the time of the invention to use a known technique to improve similar devices (methods, or products) in the same way.

In reference to Claim 29:

Bryman teaches:

(currently amended) A computer for managing debt, the computer program embodied in a computer-readable medium and executable by a processor, the computer program comprising: logic configured to create a recovery credit account (new account) for a customer based on a charged-off credit account balance ((para) 0042 lines 7-11); the recovery credit account having an opening credit balance having a

value equal to at least a portion of the charged-off credit account balance((para) 0022);... and logic configured to prohibit credit activity (FIG. 3) on the recovery credit account until the customer pays an open- to-buy amount ((para) 0046 lines 10-20; FIG. 2).

Bryman does not teach:

...the single recover credit account not being a debt account and having no debt balance record;...

Law teaches:

...the single recover credit account not being a debt account and having no debt balance record;... ((Law) pg. 1 para 1).

Both Bryman and Law teach a credit card wherein the credit limit is equal to the debt. Law teaches the Credit company in order to persuade the user to pay the defaulted debt offered a new credit card account wherein the original debt was transferred to the new credit account. As both Bryman and Law are directed toward reaffirming debt through a credit card, it would have been obvious to one of ordinary skill in the art at the time of the invention to use a known technique to improve similar devices (methods, or products) in the same way.

In reference to Claim 30:

(currently amended) A debt management system comprising: means for creating a recovery credit account (new account) for a customer based on a charged-off credit account balance (FIG. 4) ((para) 0041 lines 3-5);... a single credit account having an opening credit balance ((FIG. 3 ref # 200; para 0041 lines 4-6)... and wherein the

opening credit balance has a value equal to at least a portion of the charged-off credit account balance; and means for setting an open-to-buy amount for the recovery credit account ((para) 0046 lines 5-20, (para) 0049 lines 17-25)

Bryman does not teach:

... not an associated debt balance ...

Law teaches:

..... the recovery credit account comprising a single credit account having an opeing credit balance and not an associated debt balance... ...((Law) pg. 1 para 1).

Both Bryman and Law teach a credit card wherein the credit limit is equal to the debt. Law teaches the Credit company in order to persuade the user to pay the defaulted debt offered a new credit card account wherein the original debt was transferred to the new credit account. As both Bryman and Law are directed toward reaffirming debt through a credit card, it would have been obvious to one of ordinary skill in the art at the time of the invention to use a known technique to improve similar devices (methods, or products) in the same way.

In reference to Claim 31:

The combination teaches:

(previously presented) The debt management system of claim 31 (see rejection of claim 31 above), further comprising means for prohibiting credit activity ((Bryman) para 0011 lines 7-10) on the recovery credit account until the customer pays the open-to-buy (available credit) amount ((Bryman) para 0046 lines 11-20)

14. Claims 5, 13 and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over US Pub. No 2002/0123962 A1 by Bryman et al. (Bryman)) and Consumer Financial Services Law Report March 5, 2000, Vol. 3, No. 18 (Law), as applied to claims 1 and 2 with respect to claim 5, as applied to claims 9 and 10 with respect to claim 13, as applied to claim 17 and 18 with respect to claims 21, and further in view of applicant's admitted prior art herein referred to as APA.

In reference to Claim 5:

The combination teaches:

Bryman teaches:

(original) The method of claim 2 (see rejection of claim 2 above),

Bryman does not teach:

...further comprising charging an over limit fee when the recovery account balance (new account) is over the credit limit only after the recovery credit account balance has been less than the credit limit.

APA teaches that it is a common practice in the industry for financial institution to issue credit cards and to charge over limit fee when a client charges over the approved credit limit on a card. When credit card bills are exceed limits the risk factors on defaults increase. The incentive that is given to discourage such a risk increase is to attach fees to over credit limit charges as well as to defray some of the loss if the client does default on a over limit credit card. It would have been obvious to one of ordinary skill in the art at the time of the invention to have utilized this widely available and common knowledge to have duplicated this particular application of charging over credit limit fees.

In reference to Claim 13:

The combination teaches:

(original) The computer of claim 10 (see rejection of claim 10 above),...

The combination does not teach:

...further configured to charge an over limit fee when the recovery account balance (new account) is over the credit limit (available credit) only after the recovery credit account balance has been less than the credit limit

APA teaches that it is a common practice in the industry for financial institution to issue credit cards and to charge over limit fee when a client charges over the approved credit limit on a card. When credit card bills are exceed limits the risk factors on defaults increase. The incentive that is given to discourage such a risk increase is to attach fees to over credit limit charges as well as to defray some of the loss if the client does default on a over limit credit card. Bryman does teach of ascertaining maximum credit limits ((para) 0052 lines 2-4, 7-10) and teaches interest and fees ((para) 0011 lines 4-7, (para) 0053 lines 3-4). Although the teachings of Bryman do not explicitly teach what fees are attached to an account, it would have been obvious to one of ordinary skill in the art at the time of the invention to have utilized this widely available and common knowledge fees charged for the charging over the maximum allowed credit limit fees.

In reference to Claim 21:

The combination teaches:

(original) The system of claim 18 (see rejection of claim 18 above),...

The combination does not teach:

...further comprising means for charging an over limit fee when the recovery account balance (new account) is over the credit limit only after the recovery credit account balance has been less than the credit limit.

APA teaches that it is a common practice in the industry for financial institution to issue credit cards and to charge over limit fee when a client charges over the approved credit limit on a card. When credit card bills are exceed limits the risk factors on defaults increase. The incentive that is given to discourage such a risk increase is to attach fees to over credit limit charges as well as to defray some of the loss if the client does default on a over limit credit card.

Bryman does teach of ascertaining maximum credit limits ((para) 0052 lines 2-4, 7-10) and teaches interest and fees ((para) 0011 lines 4-7, (para) 0053 lines 3-4). Although the teachings of Bryman do not explicitly teach what fees are attached to an account, it would have been obvious to one of ordinary skill in the art at the time of the invention to have utilized this widely available and common knowledge fees charged for the charging over the maximum allowed credit limit fees.

15. Claims 7, 15 and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over US Pub. No 2002/0123962 A1 by Bryman et al. (Bryman) and Consumer Financial Services Law Report March 5, 2000, Vol. 3, No. 18 (Law), as applied to claim 1 above with respect to claim 7, as applied to claim 9 with respect to claim 15, as applied to claim 17 with respect to claim 23, and in view of US Patent No. 5,966,698 by Pollin (Pollin).

In reference to Claim 7:

The combination teaches:

(original) The method of claim 1 (see rejection of claim 1 above),...

The combination does not teach:

...further comprising establishing an automatic payment service for payments to the recovery credit account from the customer

Pollin teaches:

...further comprising establishing an automatic payment service for payments to the recovery credit account from the customer (Col 8 lines 56-62, Col 9, lines 4-7).

Both Pollin and Bryman teach the collection of payments for debt ((Byman) (para) 0011 lines 1-3, (para)0022 lines 8-10, (Pollin)Col 2, lines 11-15, Col 3, lines 37- 40). Pollin explicitly teaches well known issues for receiving payments which are exacerbated with debt delinquent clients and that a solution for these issues would be to impliment an automatic payment system for payment collections ((Pollin) Col 2, lines 17-28). It would have been obvious to one of ordinary skill in the art at the time of the invention for Bryman to include an automatic payment option as taught by Pollin (Col 8 lines 56-62, Col 9, lines 4-7) in its payment options to negate many of the well known problems with other sources of payments as taught by Pollin ((Pollin) Col 2, lines 17- 28).

In reference to Claim 15:

The combination teaches:

(original) The computer of claim 9 (see rejection of claim 9 above),...

The combination does not teach:

...further configured to establish an automatic payment service for payments to the recovery credit account from the customer

Pollin teaches:

...further configured to establish an automatic payment service for payments to the recovery credit account from the customer (Fig 2, Col 7 lines 22-35)

Both Pollin and Bryman are teach the collection of payments for debt ((Bryman) (para) 0011 lines 1-3, (para)0022 lines 8-10, (Pollin)Col 2, lines 11-15, Col 3, lines 37- 40) Pollin explicitly teaches well known issues for receiving payments which are exacerbated with debt delinquent clients and that a solution for these issues would be to impliment an automatic payment system for payment collections ((Pollin) Col 2, lines 17-28). It would have been obvious to one of ordinary skill in the art at the time of the invention for Bryman to include an automatic payment system as taught by Pollin (Col 7 lines 22-35) in its payment options to negate many of the well known problems with other sources of payments as taught by Pollin ((Pollin) Col 2, lines 17-28).

In reference to Claim 23:

The combination teaches:

(original) The system of claim 17 (see rejection of claim 17 above),

The combination does not teach:

...further comprising means for establishing an automatic payment service for payments to the recovery credit account from the customer.

Pollin teaches:

...further comprising means for establishing an automatic payment service for payments to the recovery credit account from the customer (Fig 2, Col 7 lines 22-35, Col 8 lines 52-61).

Both Pollin and Bryman are teach the collection of payments for debt ((Bryman) (para) 0011 lines 1-3, (para)0022 lines 8-10, (Pollin)Col 2, lines 11-15, Col 3, lines 37-40). Pollin explicitly teaches well known issues for receiving payments which are exacerbated with debt delinquent clients and that a solution for these issues would be to implement an automatic payment system for payment collections ((Pollin) Col 2, lines 17-28). It would have been obvious to one of ordinary skill in the art at the time of the invention for Bryman to include an automatic payment system as taught by Pollin (Col 7 lines 22-35) in its payment options to negate many of the well known problems with other sources of payments as taught by Pollin ((Pollin) Col 2, lines 17-28).

16. Claims 8, 16 and 24 rejected under 35 U.S.C. 103(a) as being unpatentable over US Pub. No 2002/0123962 A1 by Bryman et al. (Bryman) and Consumer Financial Services Law Report March 5, 2000, Vol. 3, No. 18 (Law), as applied to claim 1 with respect to claim 8, as applied to claim 9 with respect to claim 16, as applied to claim 24 with respect to claim 24 and in view of CuraDebt at http://web.archive.org/web/20020 5302035900/http://www.curadebt, com.

In reference to Claim 8:

The combination teaches:

(original) The method of claim 1 (see rejection of claim 1 above), the opening balance of the recovery credit account is a ... with the customer.

The combination does not teach:

...wherein the difference between the charged-off credit account balance and.., settlement value negotiated

CuraDebt teaches:

...wherein the difference between the charged-off credit account balance and.., settlement value negotiated ((CuraDebt) (as annotated by examiner, herein referred to as AE) page 1, sec 2a, page 3, page 5, sec 1)

Both Bryman and CuraDebt are directed toward the collection of delinquent debt and methods for paying that debt ((Bryman) (para) 0004 lines 2-3, (para) 0009 lines 1-3, (CuraDebt) (AAE) page 1, sec 2a, page 3, page 5, sec 1).

Although Bryman does not teach negotiating debt settlements, Bryman's intended use is directed toward a system of repayment on delinquent debt accounts held by the debt holder ((Byrman) (para) 0007 lines 1-2, 12-16, (para) 0008 lines 19-21 (para) 20, (para) 0043 lines 5- 10) such as Curadebt.

Curadebt explicitly teaches debt settlement negotiations (CuraDebt) (AAE) page 1, sec 2a, page 3, page 5, sec 1) and debt repayment ((CuraDebt) (AAE) page 2, sec 2, page 5, sec 3c). It would have been obvious to one of ordinary skill in the art at the time of the invention for the invention as taught by Bryman would whose intended use is directed toward collection of debt payments by companies ((Bryman)(para) 0043 lines 4-7) as in CuraDebt to include the negotiation of settlement of debt as taught by CuraDebt with the repayment options offered by Bryman.

In reference to Claim 16:

The combination teaches:

(original) The computer of claim 9 (see rejection of claim 9 above), ...the opening balance of the recovery credit account is a ...with the customer.

The combination does not teach:

...wherein the difference between the charged-off credit account balance and.., settlement value negotiated...

CuraDebt teaches:

...wherein the difference between the charged-off credit account balance and ... settlement value negotiated ((CuraDebt) (AAE) page 1, sec 2a, page 3, page 5, sec 1)

Both Bryman and CuraDebt are directed toward the collection of delinquent debt and methods for paying that debt ((Bryman) (para) 0004 lines 2-3, (para) 0009 lines 1-3, (CuraDebt) (AE) page 1, sec 2a, page 3, page 5, sec 1)

Although Bryman does not teach negotiating debt settlements, Bryman's intended use is directed toward a system of repayment on delinquent debt accounts held by the debt holder ((Byrman) (para) 0007 lines 1-2, 12-16, (para) 0008 lines 19-21 (para) 20) such as Curadebt.

Curadebt explicitly teaches debt settlement negotiations (CuraDebt) (AAE) page 1, sec 2a, page 3, page 5, sec 1) and debt repayment ((CuraDebt) (AAE) page 2, sec 2, page 5, sec 3c). It would have been obvious to one of ordinary skill in the art at the time of the invention for the invention as taught by Bryman would whose intended use is directed toward collection of debt payments by companies as in CuraDebt to include the

negotiation of settlement of debt as taught by CuraDebt with the repayment options taught by Bryman.

In reference to Claim 24:

The combination teaches:

(original) The system of claim 17 (see rejection of claim 17 above), ...the opening balance of the recovery credit account is a ...with the customer. Bryman does not teach: wherein the difference between the charged-off credit account balance and ... settlement value negotiated

CuraDebt teaches:

...wherein the difference between the charged-off credit account balance and ... settlement value negotiated ((CuraDebt) (AAE) page 1, sec 2a, page 3, page 5, sec 1) Although Bryman does not teach negotiating debt settlements, Bryman's intended use is directed toward a system of repayment on delinquent debt accounts held by the debt holder ((Byrman) (para) 0007 lines 1-2, 12-16, (para) 0008 lines 19-21 (para) 20) such as Curadebt

CuraDebt explicitly teaches debt settlement negotiations (CuraDebt) (AAE) page 1, sec 2a, page 3, page 5, sec 1) and debt repayment ((CuraDebt) (AAE) page 2, sec 2, page 5, sec 3c). It would have been obvious to one of ordinary skill in the art at the time of the invention for the invention as taught by Bryman would whose intended use is directed toward collection of debt payments by companies as in CuraDebt to include the negotiation of settlement of debt as taught by CuraDebt with the repayment options taught by Bryman

Conclusion

17. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

18. A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

19. Any inquiry concerning this communication or earlier communications from the examiner should be directed to MARY GREGG whose telephone number is (571)270-5050. The examiner can normally be reached on 4/10.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Trammell can be reached on 5712726712. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

20. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/M. G./
Examiner, Art Unit 3694

/James P Trammell/
Supervisory Patent Examiner, Art Unit 3694